

1 SEMNAR & HARTMAN, LLP
Babak Semnar (SBN 224890)
2 bob@sandiegoconsumerattorneys.com
Jared M. Hartman (SBN 254860)
jared@sandiegoconsumerattorneys.com
3 400 S. Melrose Dr., Suite 209
Vista, CA 92081
4 Telephone: (951) 293-4187; Fax: (888) 819-8230

5 Attorneys for Plaintiff
LEANNA PIERCE

6 **U.S. DISTRICT COURT**
7 **SOUTHERN DISTRICT OF CALIFORNIA**

8 LEANNA PIERCE, an individual,

9 vs.

10 WELLS FARGO BANK,
NATIONAL ASSOCIATION;
11 EXPERIAN INFORMATION
SERVICES, INC.; EQUIFAX
12 INFORMATION SERVICES, LLC;
TRANS UNION, LLC,
13 Defendants.

Case No.: '16CV0898 W KSC

**COMPLAINT FOR VIOLATIONS
OF:**

1. **FEDERAL FAIR CREDIT
REPORTING ACT,**
2. **CALIFORNIA CONSUMER
CREDIT REPORTING
AGENCIES ACT**
3. **CALIFORNIA ROSENTHAL
FAIR DEBT COLLECTION
PRACTICES ACT**

14 TO THE CLERK OF THE COURT, ALL PARTIES, AND THE HONORABLE U.S.
15 DISTRICT COURT JUDGE:

16 Plaintiff, LEANNA PIERCE, an individual, by and through her attorneys of
17 record, hereby complain and allege as follows:

18 **INTRODUCTION**

19 1. Plaintiff, through her attorneys, brings this action to challenge the actions of
20 Defendant EXPERIAN INFORMATION SERVICES, INC. (hereinafter
21 "EXPERIAN"), Defendant EQUIFAX INFORMATION SERVICES, LLC (hereinafter

1 “EQUIFAX”), and Defendant TRANS UNION, LLC (hereinafter “TU”), for failing to
2 conduct a reasonable investigation into Plaintiff’s disputes of the misinformation upon
3 her consumer credit reports, failing to delete inaccurate information thereupon, and
4 failing to maintain and follow reasonable procedures to ensure maximum possible
5 accuracy of the Plaintiff’s consumer credit report, all violations of the California
6 Consumer Credit Reporting Agencies Act (Cal. Civ. Code §§ 1785.1-1785.36)
7 (“California CCRAA”); and the Federal Fair Credit Reporting Act (15 U.S.C. §§ 1682-
8 1681x) (“Federal FCRA”).

9 2. Plaintiff also brings this action to challenge the unlawful actions of Defendant
10 WELLS FARGO BANK, N.A. (hereinafter “WF”) for furnishing information to the
11 consumer credit reporting agencies that it knew or should have known was not accurate
12 in violation of the California CCRAA, for failing to conduct a reasonable investigation
13 into Plaintiff’s dispute over the inaccurate information in violation of the Federal
14 FCRA, and for attempting to collect a debt by submitting false credit reporting
15 information in violation of the Rosenthal Fair Debt Collection Practices Act (Cal. Civ.
16 Code §§ 1788, et seq.) (hereinafter “RFDCPA”).

17 **JURISDICTION & VENUE**

18 3. This action arises out of Defendants WF’s, TU’s, EQUIFAX’s, and
19 EXPERIAN’s violations of the Federal FCRA, over which the U.S. District Court has
20 original subject matter jurisdiction pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1681p.

21 4. The U.S. District Court has supplemental jurisdiction over Plaintiff’s state law

1 causes of action, pursuant to 28 U.S.C. § 1367(a).

2 5. Defendants each regularly conduct business within the County of San
3 Diego, State of California, and therefore personal jurisdiction is established.

4 6. Because all tortious conduct occurred while Plaintiff resided in the County
5 of San Diego, venue properly lies in this court.

6 **PARTIES & DEFINITIONS**

7 7. Plaintiff is a natural person whose permanent residence is in the County of
8 San Diego, State of California.

9 8. Plaintiff is a natural person, and therefore a “consumer” as that term is
10 defined by Calif. Civ. Code § 1785.3(b) of the California CCRAA and 15 U.S.C. §
11 1681a(c) of the Federal FCRA.

12 9. The causes of action herein partially pertain to Plaintiff’s “consumer credit
13 reports”, as that term is defined by Calif. Civ. Code § 1785.3(c) of the California
14 CCRAA and 15 U.S.C. § 1681a(d)(1) of the Federal FCRA, in that inaccurate
15 misrepresentations of Plaintiff’s credit worthiness, credit standing, and credit capacity
16 were made via written, oral, or other communication of information by a consumer
17 credit reporting agency, which is used or is expected to be used, or collected in whole or
18 in part, for the purpose of serving as a factor in establishing Plaintiff’s eligibility for,
19 among other things, credit to be used primarily for personal, family, or household
20 purposes, and employment purposes.

21 10. The causes of action herein also pertain to Plaintiff’s “consumer credit

1 report” as that term is defined by Cal. Civ. Code § 1785.3(d), in that inaccurate
2 representations of Plaintiff’s credit worthiness, credit standing, and credit capacity were
3 made via written, oral, or other communication of information by a consumer credit
4 reporting agency, which is used or is expected to be used, or collected in whole or in
5 part, for the purposes of serving as a factor in establishing Plaintiffs’ eligibility for,
6 among other things, credit to be used primarily for personal, family, household and
7 employment purposes.

8 11. Defendants TU, EXPERIAN, and EQUIFAX are each a “consumer
9 reporting agency” as defined in 15 U.S.C. § 1681a(f) of the Federal FCRA and Calif.
10 Civil Code § 1788.3(d) of the California CCRA, as they regularly engage in, for
11 monetary fees, dues, or on a cooperative nonprofit basis, the practice of assembling or
12 evaluating consumer credit information or other information on consumers for the
13 purpose of furnishing consumer reports to third parties, and which uses any means or
14 facility of interstate commerce for the purpose of preparing or furnishing consumer
15 reports.

16 12. As it pertains to the California CCRAA and the Federal FCRA, Defendant
17 WF is a partnership, corporation, association, or other entity, and is therefore a “person”
18 as that term is defined by Calif. Civ. Code § 1785.3(j) of the California CCRAA and 15
19 U.S.C. § 1681a(b) of the Federal FCRA.

20 13. Plaintiff is a natural person, and is therefore a “person” as that term is
21 defined by California Civil Code § 1788.2(g) of the Rosenthal Act.

1 14. Plaintiff is a “debtor” as that term is defined by California Civil Code §
2 1788.2(h) of the Rosenthal Act, since Defendant WF has attempted to collect from
3 Plaintiff payments upon an alleged debt for a student loan, which debt was incurred for
4 Plaintiff to obtain education for personal and household purposes.

5 15. The credit extended by Defendant WF to Plaintiff constituted a “consumer
6 credit transaction”, as that term is defined by California Civil Code § 1788.2(e) of the
7 Rosenthal Act, because funding was provided to Plaintiff for her to obtain education,
8 without payment being required at the time of the transaction, which called for Plaintiff
9 to pay back the loan over time with interest.

10 16. Because Plaintiff, a natural person, was allegedly obligated to pay money
11 to Defendant WF for a consumer credit transaction, the money allegedly owed was
12 therefore both a “consumer debt” as that term is defined by California Civil Code §
13 1788.2(f) of the Rosenthal Act and a “debt” as that term is defined by California Civil
14 Code § 1788.2(d) of the Rosenthal Act.

15 17. Defendant WF, in the ordinary course of business, regularly, and on behalf
16 of themselves, engages in the practice of collecting “consumer debts”, and thereby
17 engages in “debt collection” as that term is defined by California Civil Code section
18 1788.2(b) of the Rosenthal Act.

19 18. Because Defendant WF engages in “debt collection”, Defendant WF is
20 therefore a “debt collector” as that term is defined by California Civil Code section
21 1788.2(c) of the Rosenthal Act.

FACTUAL ALLEGATIONS

19. In October 2015, Plaintiff entered into an agreement with Defendant WF to make monthly payments of \$150.00 upon the balance of her student loan, account Number 007000***.

20. Defendant WF agreed not to undertake any collection activity upon the account unless Plaintiff were to default upon the account.

21. Plaintiff has made every monthly payment on time, every month since October 2015 to the present time.

22. However, in March 2016, Plaintiff discovered that Defendant WF had been reporting the account as \$190.00 past due with all three major credit reporting agencies.

23. Because Plaintiff has made every monthly payment of \$150.00 pursuant to the October 2015 agreement, the report that she is \$190.00 past due is not accurate and false and inaccurately reflects her standing of credit-worthiness.

24. By letters dated March 17, 2016, Plaintiff submitted written disputes to Defendants EXPERIAN, EQUIFAX, and TU individually informing them of the following:

My credit report shows that Wells Fargo Education Financial Services is reporting that I have an outstanding amount past due of \$190.00 on account 70000930. However, this is absolutely false. In October of 2015, Wells Fargo agreed to settle my balance on this account for payments of \$150.00 per month. Ever since that agreement, I have made every single monthly payment of \$150.00 in a timely manner as we have agreed to do in writing. I am therefore, NOT behind in an amount of \$190.00 past due.

1 25. Certified mail return receipts reflect that Defendant EXPERIAN received
2 the written dispute on March 23, 2016; Defendant EQUIFAX received the written
3 dispute on March 21, 2016; and Defendant TU received the written dispute on March
4 22, 2016.

5 26. Plaintiff has received confirmation from Defendants EXPERIAN,
6 EQUIFAX, and TU that they each had notified Defendant WF of her written dispute.

7 27. By correspondence dated April 1, 2016 Defendant EQUIFAX notified
8 Plaintiff that Defendant WF updated the account history in response to Plaintiff's
9 March 17th dispute letter, yet the "amount past due" remains as \$190.00.

10 28. By correspondence dated April 4, 2016 Defendant EXPERIAN notified
11 Plaintiff that Defendant WF updated the account history in response to Plaintiff's
12 March 17th dispute letter, yet the "status" section continues to state "\$190.00 past due as
13 of April 2016".

14 29. By correspondence dated March 31, 2016 Defendant TU notified Plaintiff
15 that Defendant WF updated the account history in response to Plaintiff's March 17th
16 dispute letter, yet the "past due" section remains as \$190.00.

17 30. However, it is false for anyone to claim that Plaintiff's account is past due
18 in the amount of \$150.00, as she has made every monthly payment since October 2015
19 pursuant to her agreement with Defendant WF.

20 31. Instead, accurately stating that the account is in good standing with \$0.00
21 amount past due would be an accurate reflection of Plaintiffs' creditworthiness.

1 32. Plaintiff is therefore informed and believes that all Defendants have failed
2 to conduct a reasonable investigation into her March 17th written disputes, as a simple
3 review of the information provided and of the account in question would confirm that
4 Plaintiff is not “past due \$190.00”.

5 33. Plaintiff is also therefore informed and believes that Defendants TU,
6 EXPERIAN, and EQUIFAX have failed to maintain and follow reasonable procedures
7 to ensure maximum possible accuracy of the information being reported about the
8 consumer to whom the information pertains.

9 34. Moreover, upon information and belief, WF’s continued reporting of
10 Plaintiff’s account as past due \$190.00 is an attempt to pressure Plaintiff into paying
11 more than she is obligated per month.

12 35. Plaintiff is informed and believe that Defendants’ violations were willful,
13 since she clearly identified the inaccurate information being reported and because a
14 simple review of the account in question would confirm she is not past due in any
15 amount.

16 36. As a result, Plaintiff has suffered embarrassment, anxiety, nervousness,
17 and feelings of despair and frustration over the thought that the entire system of credit
18 exists to keep her oppressed and unable to rebuild her credit to move on as a productive
19 consumer, as well as fear, humiliation, and embarrassment over the thought that
20 potential creditors and anyone else viewing her credit reports will see the false
21 information that she is past due \$190.00, thereby creating the false impression that she

1 has failed to meet her obligation to pay \$150.00 per month as agreed.

2 **FIRST CAUSE OF ACTION AS TO DEFENDANTS**
3 **EXPERIAN, EQUIFAX, AND TU**
4 **CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT**
5 **Calif. Civ. Code § 1785.16**

6 37. Plaintiff repeats, re-alleges, and incorporates by reference all other
7 paragraphs, as if fully set forth herein.

8 38. As the credit reporting agencies, Defendants TU, EXPERIAN, and
9 EQUIFAX have always been required to comply with California Civil Code §
10 1785.16(a)-(b) of the California CCRA.

11 39. Plaintiff submitted written disputes to the consumer credit reporting
12 agencies EXPERIAN, EQUIFAX, and TU in March 2016 as to Defendant WF's
13 manner of reporting upon the account and inaccurately reporting her as past due
14 \$190.00 on the account whereby she has made every monthly payment as agreed.

15 40. In response to the March 2016 written disputes, Plaintiff received
16 confirmation from EXPERIAN, EQUIFAX, and TU that they had forwarded the
17 disputes to Defendant WF.

18 41. However, in April 2016, Plaintiff received correspondence from
19 Defendants TU, EXPERIAN, and EQUIFAX that the account reporting had been
20 updated by Defendant WF, yet on each report the false information remains that she is
21 "past due" \$190.00.

42. Therefore, Plaintiff is informed and believes that Defendants TU,

1 EXPERIAN, and EQUIFAX violated California Civil Code § 1785.16(a)-(b) of the
 2 California CCRA by failing to conduct a reasonable investigation into the accuracy of
 3 the information being disputed by Plaintiff, failed to correct or delete the information,
 4 failed to consider all relevant information, and failed to employ and follow reasonable
 5 procedures to prevent such inaccurate reporting since Defendants' subsequent reports
 6 have maintained the very inaccurate information about which Plaintiff complained.

7 43. Plaintiff is informed and believes that Defendant TU's, EXPERIAN's, and
 8 EQUIFAX's violations were willful, since she clearly identified the inaccurate
 9 information being reported and because a simple review of the account in question
 10 would confirm she is not past due \$190.00.

11 44. As a result, Plaintiff has suffered embarrassment, anxiety, nervousness,
 12 and feelings of despair and frustration over the thought that the entire system of credit
 13 exists to keep her oppressed and unable to rebuild her credit to move on as a productive
 14 consumer, as well as fear, humiliation, and embarrassment over the thought that
 15 potential creditors and anyone else viewing her credit reports will see the false
 16 information that she is past due \$190.00, thereby creating the false impression that she
 17 has failed to meet her obligation to pay \$150.00 per month as agreed.

18 **SECOND CAUSE OF ACTION AS TO DEFENDANTS**
 19 **EXPERIAN, EQUIFAX, AND TU**
 20 **FEDERAL FAIR CREDIT REPORTING ACT**
 21 **15 U.S.C. §§ 1681i(a)(1)(A) & (a)(5)(A); and 1681e(a), (b)**

45. Plaintiff repeats, re-alleges, and incorporates by reference all other

1 paragraphs, as if fully set forth herein.

2 46. As the credit reporting agencies, Defendants TU, EXPERIAN, and
3 EQUIFAX have always been required to comply with 15 U.S.C. §§ 1681i(a)(1)(A) &
4 (a)(5)(A) and 1681e(a) & (b) of the Federal FCRA.

5 47. Plaintiff submitted written disputes to the consumer credit reporting
6 agencies EXPERIAN, EQUIFAX, and TU in March 2016 as to Defendant WF's
7 manner of reporting upon the account and inaccurately reporting her as past due
8 \$190.00 on the account whereby she has made every monthly payment as agreed.

9 48. In response to the March 2016 written disputes, Plaintiff received
10 confirmation from EXPERIAN, EQUIFAX, and TU that they had forwarded the
11 disputes to Defendant WF.

12 49. However, in April 2016, Plaintiff received correspondence from
13 Defendants TU, EXPERIAN, and EQUIFAX that the account reporting had been
14 updated by Defendant WF, yet on each report the false information remains that she is
15 "past due" \$190.00.

16 50. Plaintiff is informed and believes that Defendants TU, EXPERIAN, and
17 EQUIFAX violated 15 U.S.C. §§ 1681i(a)(1)(A) & (a)(5)(A) of the Federal FCRA by
18 failing to conduct a reasonable investigation into the accuracy of the information being
19 disputed by Plaintiff, failed to correct or delete the information, failed to consider all
20 relevant information, and failed to employ and follow reasonable procedures to prevent
21 such inaccurate reporting since Defendants' subsequent reports have maintained the

1 very inaccurate information about which Plaintiff complained.

2 51. Plaintiff is informed and believes that Defendants TU, EXPERIAN, and
3 EQUIFAX violated 15 U.S.C. §§ 1681e(a) & (b) of the Federal FCRA by maintaining
4 the very inaccurate information about which Plaintiff complained, and thereby either
5 does not have or fails to follow reasonable procedures to ensure maximum possible
6 accuracy about the consumer to whom the information pertains.

7 52. Plaintiff is informed and believes that Defendant TU's, EXPERIAN's, and
8 EQUIFAX's violations were willful, since she clearly identified the inaccurate
9 information being reported and because a simple cursory review of the account would
10 confirm she is not past due.

11 53. As a result, Plaintiff has suffered embarrassment, anxiety, nervousness,
12 and feelings of despair and frustration over the thought that the entire system of credit
13 exists to keep her oppressed and unable to rebuild her credit to move on as a productive
14 consumer, as well as fear, humiliation, and embarrassment over the thought that
15 potential creditors and anyone else viewing her credit reports will see the false
16 information that she is past due \$190.00, thereby creating the false impression that she
17 has failed to meet her obligation to pay \$150.00 per month as agreed.

18 **THIRD CAUSE OF ACTION AS TO DEFENDANT WF ONLY**
19 **FEDERAL FAIR CREDIT REPORTING ACT**
20 **15 U.S.C. § 1681s-2(b)**

21 54. Plaintiff repeats, re-alleges, and incorporates by reference all other
paragraphs, as if fully set forth herein.

1 55. As the furnisher of information to credit reporting agencies, Defendant WF
2 is and always was obligated to take the following steps upon receiving notice of a
3 dispute by a credit reporting agency by 15 U.S.C. § 1681s-2(b)(1)(A)-(E) of the Federal
4 FCRA.

5 56. Plaintiff submitted written disputes to the consumer credit reporting
6 agencies EXPERIAN, EQUIFAX, and TU in March 2016 as to Defendant WF's
7 manner of reporting upon the account and inaccurately reporting her as past due
8 \$190.00 on the account whereby she has made every monthly payment as agreed.

9 57. In response to the March 2016 written disputes, Plaintiff received
10 confirmation from EXPERIAN, EQUIFAX, and TU that they had forwarded the
11 disputes to Defendant WF.

12 58. However, in April 2016, Plaintiff received correspondence from
13 Defendants TU, EXPERIAN, and EQUIFAX that the account reporting had been
14 updated by Defendant WF, yet on each report the false information remains that she is
15 "past due" \$190.00.

16 59. Therefore, Plaintiff is informed and believes that WF failed to conduct a
17 reasonable investigation of their reporting in response to the March 2016 written
18 disputes, as required by 15 U.S.C. § 1681s-2(b), because the information was clearly
19 not accurate and a simple review of the account history would confirm the inaccuracies.

20 60. Plaintiff is informed and believes that Defendant WF's violations were
21 willful, since she clearly identified the inaccurate information being reported and

1 because a simple cursory review of the account would confirm she is not past due.

2 61. As a result, Plaintiff has suffered embarrassment, anxiety, nervousness,
3 and feelings of despair and frustration over the thought that the entire system of credit
4 exists to keep her oppressed and unable to rebuild her credit to move on as a productive
5 consumer, as well as fear, humiliation, and embarrassment over the thought that
6 potential creditors and anyone else viewing her credit reports will see the false
7 information that she is past due \$190.00, thereby creating the false impression that she
8 has failed to meet her obligation to pay \$150.00 per month as agreed.

9 **FOURTH CAUSE OF ACTION AS TO DEFENDANT WF ONLY**
10 **CALIFORNIA CCRAA**
Calif. Civ. Code § 1785.25(a)

11 62. Plaintiff repeats, re-alleges, and incorporates by reference all other
12 paragraphs, as if fully set forth herein.

13 63. As the furnisher of information to credit reporting agencies, Defendant WF
14 is and always was obligated to not furnish information on a specific transaction or
15 experience to any consumer credit reporting agency if it knew or should have known
16 the information was incomplete or inaccurate, as required by Calif. Civ. Code §
17 1785.25(a) of the California CCRA.

18 64. Even if the derogatory reporting is technically accurate, it is still a
19 violation of this law if the derogatory reporting is misleading in such a way and to such
20 an extent that it can be expected to adversely affect credit decisions. *Cisneros v. U.D.*
21 *Registry, Inc.* (1995) 39 Cal. App. 4th 548.

1 65. Because Defendant WF has reported upon Plaintiff's consumer credit
2 reports the false information that she is past due \$190.00, despite the fact that she has
3 made every monthly payment of \$150.00 as agreed between them, Defendant WF has
4 therefore violated Calif. Civ. Code § 1785.25(a) of the California CCRA.

5 66. Plaintiff is informed and believes that these violations were willful, as
6 Defendant merely had to review its own records to understand the errors of its
7 reporting.

8 67. As a result, Plaintiff has suffered embarrassment, anxiety, nervousness,
9 and feelings of despair and frustration over the thought that the entire system of credit
10 exists to keep her oppressed and unable to rebuild her credit to move on as a productive
11 consumer, as well as fear, humiliation, and embarrassment over the thought that
12 potential creditors and anyone else viewing her credit reports will see the false
13 information that she is past due \$190.00, thereby creating the false impression that she
14 has failed to meet her obligation to pay \$150.00 per month as agreed.

15 **THIRD CAUSE OF ACTION**
16 **CALIF. ROSENTHAL ACT**
 CALIF. CIV. CODE §§ 1788-1788.32

17 68. Plaintiff repeats, re-alleges, and incorporates by reference all other
18 paragraphs, as if fully set forth herein.

19 69. By reporting the false information upon Plaintiff's consumer credit reports
20 that the account was discharged in bankruptcy and thereafter falsely reporting a false
21 date of payment in April 2015 and a false date of first delinquency of May 2015,

1 Defendant has committed the following violations of the Federal FDCPA:

- 2 a. Uttered false, deceptive, and misleading representations in connection with
3 their attempt to collect a debt in violation of 15 U.S.C. § 1692e of the
4 Federal FDCPA;
- 5 b. Falsely represented the character and legal status of any debt in violation of
6 15 U.S.C. § 1692e(2) of the Federal FDCPA;
- 7 c. Communicated credit information that is known or should be known to be
8 false in violation of 15 U.S.C. § 1692e(8) of the Federal FDCPA.

9 70. Plaintiff is informed and believes that these violations were willful, as
10 Defendant merely had to review its own records to understand the errors of its
11 reporting.

12 71. All of the above violations of the FDCPA are incorporated into the
13 Rosenthal Act via Calif. Civil Code § 1788.17, and are therefore all violations of the
14 Rosenthal Act.

15 72. As a result of these violations, Plaintiff has suffered embarrassment,
16 anxiety, nervousness, and feelings of despair and frustration over the thought that the
17 entire system of credit exists to keep her oppressed and unable to rebuild her credit to
18 move on as a productive consumer, as well as fear, humiliation, and embarrassment
19 over the thought that potential creditors and anyone else viewing her credit reports will
20 see the false information that she is past due \$190.00, thereby creating the false
21 impression that she has failed to meet her obligation to pay \$150.00 per month as

1 agreed.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays that judgment be entered against all Defendants
4 individually, and Plaintiff be awarded damages as follows:

5 1. Actual damages in the amount of \$25,000.00, or as the jury may allow at
6 trial, pursuant to 15 U.S.C. §§1681n(a)(1)(A) and 1681o(a)(1) of the Federal FCRA,
7 and Calif. Civ. Code §§1785.31(a)(1) and 1785.31(a)(2)(A) of the Calif. CCRAA;

8 2. Plus, punitive damages in the amount of \$5,000.00 per willful violation
9 pursuant to Calif. Civ. Code §1785.31(a)(2)(B) of the Calif. CCRAA;

10 3. Plus, statutory punitive damages in the amount of \$1,000.00 per willful
11 violation pursuant to 15 U.S.C. §1681n(a)(1)(A) of the Federal FCRA;

12 4. Plus, punitive damages in the amount of \$50,000.00 per willful violation
13 pursuant to 15 U.S.C. §1681n(a)(2) of the Federal FCRA

14 5. Injunctive relief to remove the inaccurate derogatory credit reporting
15 information;

16 6. Plus, an award of statutory damages of \$1,000.00 pursuant to Cal. Civ.
17 Code § 1788.30(b) for willful and knowing violations, which is cumulative and in
18 addition to all other remedies pursuant to California Civil Code § 1788.32;

19 7. Plus, an additional award of statutory damages of \$1,000.00 pursuant to 15
20 U.S.C. § 1692k(a)(2)(A), as incorporated into the Rosenthal Act via Calif. Civ. Code
21 §1788.17, which is cumulative and in addition to all other remedies pursuant to

1 California Civil Code § 1788.32;

2 8. Plus, any reasonable attorney's fees and costs to maintain the instant action
3 pursuant to 15 U.S.C. §§1681n and 1681o of the Federal FCRA, Calif. Civ. Code
4 §§1785.31 of the Calif. CCRAA, and Cal. Civ. Code section 1788.30(c) of the
5 RFDCPA.

6 **TRIAL BY JURY**

7 Pursuant to the Seventh Amendment to the Constitution of the United States of
8 America, Plaintiff is entitled to, and demands, a trial by jury.

9 SEMNAR & HARTMAN, LLP

10 DATED: 04/14/2016

/s/ Jared M. Hartman, Esq.
JARED M. HARTMAN, ESQ.
Attorney for Plaintiffs